

**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION**

UNITED STATES OF AMERICA

3:16-CR-168-HZ

v.

INFORMATION

SKY,

18 U.S.C. § 371

Defendant.

**THE UNITED STATES ATTORNEY ALLEGES:
INTRODUCTORY ALLEGATIONS**

At all times relevant to this information:

1. Sky was the owner and president of SRI, headquartered in Ashland, Oregon. SRI is a Military Munitions Response Program (MMRP) contractor that primarily worked on U.S. Government contracts where they provided services for detecting unexploded ordnances.

2. J.H. was a program manager for the United States Army Corp of Engineers (USACE), Omaha District, Omaha, Nebraska, and oversaw the Department of Defense MMRP. J.H.'s duties, among others, included managing USACE projects, approving claims submitted by vendors under USACE contacts, and recommending vendors to be awarded specific contracts. J.H. was a public official for purposes of 18 U.S.C. § 201.

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COUNT ONE
(CONSPIRACY)
(18 U.S.C. § 371)

OBJECT OF THE CONSPIRACY

3. Beginning on or about 2002 and continuing through and including 2013, in the District of Oregon and elsewhere, defendant Sky and others knowingly and willfully conspired and agreed together and with each other to commit an offense against the United States, that is to directly and indirectly give, offer and promise anything of value to any public official and person selected to be a public official, for and because of any official act performed and to be performed by such public official, and person selected to be a public official, in violation of 18 U.S.C. § 201(c)(1)(A).

MANNER AND MEANS OF THE CONSPIRACY

4. To carry out that conspiracy, defendant Sky and others provided J.H. with various things of value for and because J.H. used his position as a public official to influence or steer the awarding of nine USACE contracts to SRI that totaled approximately \$171 million in value. In total, SRI received \$77 million under the nine contracts. The things of value included, but were not limited to, cash, accommodations, meals, entertainment, a car, golf, and fishing.

OVERT ACTS

5. In furtherance of the conspiracy and to effect the objects thereof, defendant Sky and others committed one or more of the following overt acts, among others, in the District of Oregon and elsewhere:

6. In or about March 23, 2004, J.H. submitted a memorandum recommending SRI for a sole source contract.

7. In or about April 2004, defendant Sky paid for J.H.'s accommodations and meals in Vietnam;

8. In or about June 9, 2004, J.H., as a requirements representative, signed a Justification Review Document for Other Than Full and Open Competition, finding that the justification for sole sourcing was adequate for Contract W9128F-04-D-0030.

9. In or about July 30, 2004, USACE, Omaha District, authorized the sole source solicitation for contract W9128F-04-D-0030.

10. In or about September 24, 2004, SRI was awarded contract W9128F-04-D-0030 for \$3 million.

11. In or about March 2008, defendant Sky paid for J.H.'s accommodations and meals in Costa Rica;

12. In or about March 2008, defendant Sky paid J.H. \$1000 in cash.

13. On or about July 22, 2009, defendant Sky paid J.H. \$3,000 in cash.

14. On or about July 23, 2009, SRI was awarded Contract W9128F-09-D-0029 for \$9 million for environmental remediation services.

15. In or about September 2010, defendant Sky paid for an Alaskan fishing expedition for J.H.

16. In or about September 2010, SRI was awarded Contract W9128F-10-D-0093 in the amount of \$9.9 million for military munitions response services.

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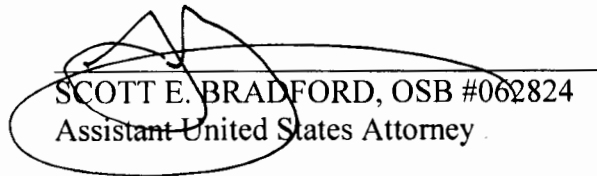
17. Between in or about December 2010 through in or about March 2013, SRI received more than \$8.8 million under contract W9128F-10-D-0093.

All in violation 18 U.S.C. § 371.

Dated this 14 day of April 2016.

Respectfully submitted,

BILLY J. WILLIAMS
United States Attorney


SCOTT E. BRADFORD, OSB #062824
Assistant United States Attorney